

Terms And Conditions

You may cancel this contract without penalty or obligation at any time before midnight of the 3rd business day after the date on which you signed the contract. Simply send a copy of this document, with the word 'CANCEL' across the top, via certified mail to: Omega Credit Repair, PO Box 3705, McKinney, TX 75070.

***Although file and administrative setup will begin immediately, no corrective work will be done on the file until the expiration of the three day right of rescission.*

Terms and conditions of this agreement...

Client understands that Omega Credit Repair (hereafter referred to as "Omega") will seek to correct or remove erroneous, outdated, or incorrectly reported information from the bureaus, as allowed by state and federal law, and understands that Omega makes no claim beyond those changes allowed by state and/or federal law. This includes, but may not be limited to, inquiries, addresses, aliases, creditor accounts, and personal information. Additionally, client understands that no guarantee of any particular score is made through this agreement, as doing so would imply an intimate knowledge of the proprietary formulas used by the credit scoring models to calculate score that the Omega does not possess.

Client understands that it is the right of any consumer to execute similar disputes or requests on their own behalf, but has willfully elected to allow Omega to perform the services for the posted and agreed upon fee, pursuant to the fee schedule included herein. Additionally, by virtue of the client's electronic signature on this site, client acknowledges understanding of, and agreement to the policies, terms, and conditions, outlined in this agreement, and have been made aware of his rights as a consumer in matters of credit reporting through all applicable and necessary laws and disclosures. Client acknowledges that in some instances, Omega may act as a credit services organization as defined in the federal Credit Repair Organizations Act, and that agreement to these terms constitutes acknowledgement that client has received the following information, required by the Texas Finance Code and Credit Repair Organizations Act regarding credit services organizations.

Consumer Credit File Rights Under State and Federal Law

You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor any "credit repair" company or credit repair organization has the right to have accurate, current, and verifiable

information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over 7 years old. Bankruptcy information can be reported for 10 years.

You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud.

You have a right to sue a credit repair organization that violates the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations.

You have the right to cancel your contract with any credit repair organization for any reason within 3 business days from the date you signed it.

Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate. However, mistakes may occur.

You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then re-investigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau.

If the credit bureau's re-investigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you.

The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information contact:

The Public Reference Branch
Federal Trade Commission
Washington, D.C. 20580

Client's initial credit reports will serve as the basis for improving or repairing credit reports, and Omega has no responsibility of providing services on derogatory changes to the client's reports after the date of this agreement. Client understands that he/she/they

will be required to provide the original credit report for review and repair purposes, at or before enrollment. Free, *un-scored* reports can be obtained once per twelve months at www.annualcreditreport.com, and scored reports and monitoring services are available at www.creditgecko.com. Any fee for these reports or monitoring services is the sole responsibility of the Client. Use of reports from www.annualcreditreport.com may extend the time afforded the credit bureaus to investigate accuracy and completeness, per federal law. Client also understands that the addition of new derogatory information will negatively impact the results of Omega's service, and could significantly impact projected completion date of the service provided by this contract.

Additionally, through the electronic signature provided on this website, client authorizes Omega and its agents, staff, and business partners to obtain, review, and retain credit reports from all three major credit bureaus from the execution of the agreement, through a period not to exceed 60 days beyond the expiration of the same, and for 60 days after the expiration of this agreement. An original, unmarked copy of all credit-related correspondence from any creditor or credit reporting agency must be mailed to Omega within 5 (five) business days of receipt. NO PHOTOCOPIES OR FAXES WILL BE ACCEPTED. These services are time-sensitive, and failure to do so would significantly diminish the effectiveness of said services. If client wishes to maintain copies of creditor/bureau correspondence, client must make the copies for his or her self, in *advance* of their submission to Omega for review or processing. Copies of the credit repair file will not be made after submission to Omega. Because of the proprietary nature of the letters used in the restoration process, copies of the letters Omega sends to creditors and/or credit bureaus will not be available to client.

Client also understands that, while every effort to avoid doing so will be made, it may be necessary to settle some debts with the creditors themselves to improve the client's credit rating upon completion of this contract. Client gives Omega, it's agents, officers, employees, and designees the authority to communicate and negotiate with creditors and credit reporting agencies, including the signing of the client's name, for which this limited power of attorney is given. **Client understands that negotiating or corresponding in any manner (telephone, mail, etc.) with creditors, collection agencies, and credit reporting agencies during the agreement period, though not barred by this agreement, could significantly, negatively impact the results.**

Services provided during this agreement will consist of one or more of the following:

1. **initial consultation by telephone, or in person (In person meetings may require an additional hourly fee.)**
2. **creating a manual and electronic client file**
3. **audits, reviews, and analysis of credit information contained on consumer credit reports**
4. **preparation of requests for free reports, if applicable**
5. **creation of a list of potentially actionable credit items**
6. **opting client out of pre-screened offers from insurance and credit providers**
7. **registering client telephone numbers with the National Do Not Call Registry**
8. **initial requests of validation/verification information regarding client accounts from creditors and credit bureaus**
9. **processing of any correspondence mailed to Omega by client upon receipt**
10. **no less than one telephone/email update per completed 30 day cycle (communications initiated by client, included)**
11. **obtaining, or assisting Client in obtaining updated consumers' credit reports as needed**
12. **audit/review of credit information contained on updated consumer credit reports**
13. **action on updated credit reports as needed**
14. **audit/review of creditor or collection agency responses**
15. **action on creditor or collection agency responses, as needed**
16. **subsequent requests for validation/verification information regarding accounts or inquiries from creditors and credit bureaus**

*****Items 1-7 of the list above will be fully performed prior to the first charge to client.**

In the event that, upon completion of **three full months of service** associated with this contract, and assuming the **full compliance and participation of the client**, the client's reports are **not** brought to the federal standards of accuracy and completeness, Omega will evaluate the client's accounts for possible litigation.

Fee Structure

- **Pursuant to federal law, there is a NO UP-FRONT FEE for any credit repair service performed by Omega.**
- **All charges are for work that has been *completed* in the preceding billing cycle, including the first ten days of service.**

Individuals

On the 10th day after enrollment, Client will be charged \$199.00. On that same date, for three consecutive months, Client will be billed \$199.00. Thereafter, client will be billed \$79.00/month until service is cancelled by Client, for a maximum of 12 total payments, totaling a *maximum* of \$1428.00 *potentially* spent.

Couples

On the 10th day after enrollment, Client will be charged \$299.00. On that same date, for three consecutive months, Client will be billed \$299.00. Thereafter, client will be billed \$149.00/month until service is cancelled by Client, for a maximum of 12 total payments, totaling a *maximum* of \$2388.00 *potentially* spent.

Upon expiration of the 3 day right of rescission allowed by law, this service is cancellable at any time, with a 21-day written notice, after the first \$199 (*individuals*) or \$299 (*couples*) payment.

Upon submission of the online registration, client will be contacted for payment information. This agreement is not in full effect until the payment information has been received and verified. The date of registration will be used as the billing date for all contracts, except in the case of registrations made on the 29th - 31st of any given month, in which case, the payment will be processed on the 28th of each month.

In the event that any payment is declined, Omega is authorized to charge any amount, up to the scheduled payment or owed amount, until such time that the full amount due, including late fees, is collected. There will be a \$30 fee for any returned, declined, late, or charged-back payments. If client requests a normal payment date be moved, up to 7 days from the original date, a \$25.00 fee will be charged at the time of that request, with the full payment amount due at the time of the rescheduled payment. A move in any single payment date will not affect the date of future payments; the same \$25.00 fee will apply to all moved payments, up to a maximum of two, subject to the same terms. In the event that a payment date must be *delayed*, all work on the file will be suspended until such time that the agreed upon fees have been paid, and that status updates of any kind on the account will not be available until such time that the account is brought current. Client also affords Omega all collections mechanisms allowed by law, and the right to recover all collection costs, including, but not limited to, returned or cancelled payment fees, attorney's fees and court costs as allowed by law.

Finally, by virtue of the submission of this registration, client acknowledges that all information being submitted is genuine, and is being submitted by the party or parties listed. Submission of false information will be construed as fraud, and Omega will

vigorously pursue, or aid in pursuing on behalf of any injured party, any and all civil and criminal penalties or liabilities against any and all parties responsible for the intentional misuse of this form, or from any information gained as a result of submission of fraudulent information with this form. Client understands that although client has every right to execute the same actions on their own behalf, client has voluntarily elected to pay a fee for these services. Client agrees to allow Omega to charge the credit or debit card provided to secure payment of fees, as outlined above, for services performed, subject to the repayment terms and conditions of the card holder agreement for that card.

By signing this agreement, you, as client:

- agree to and acknowledge, all charges that you are authorizing on the payment portion of this enrollment, and the policies regarding late, declined, charged-back, and returned payments
- **agree to and acknowledge all of the terms and conditions contained in this form**
- **attest to having been given (or printed for your records) TWO copies of this agreement, including the required disclosures**
- **acknowledge and fully understand your rights as a consumer, both federal and state, and have no questions concerning either**
- **are fully aware of the pricing and cancellation policies included in this form**
- **are aware that a failure to actively participate in the credit repair program can, and most likely *WILL* lead to significantly diminished results**
- **acknowledge that it may be necessary for you to establish additional credit lines to experience the greatest benefit to your credit scores, and failing to do so will likely impede your progress**
- **acknowledge that you have been advised of the importance of mailing ALL CREDIT-RELATED CORRESPONDENCE TO OMEGA WITHIN 5 DAYS OF ITS RECEIPT, and the impact of failing to do so could have on results**
- **understand that any change in address or contact information must be reported to Omega within 10 days of that change, preferably in advance**
- **understand that you must complete a mail forwarding order within 10 days, if there is a change in address to avoid any unnecessary delays in receipt of mail**

- **ARE FULLY AWARE THAT CANCELLATIONS MUST BE MADE IN WRITING, THAT NO VERBAL, OR ELECTRONIC CANCELLATIONS WILL BE HONORED, THAT ALL CANCELLATIONS AFTER THE EXPIRATION OF THE 3 DAY RIGHT OF RESCISSION ALLOWED BY TEXAS LAW REQUIRE A 21 DAY NOTICE, AND THAT ANY PAYMENTS SCHEDULED DURING THAT 21 DAYS WILL BE PROCESSED AS SCHEDULED.**

“You may cancel this contract without penalty or obligation at any time before midnight of the 3rd business day after the date on which you signed the contract. See the attached notice of cancellation form for an explanation of this right.”

****YOU MUST PRINT TWO COPIES OF THIS AGREEMENT FOR YOUR RECORDS****

NOTICE OF CANCELLATION

“You may cancel this contract, without any penalty or obligation, at any time before midnight of the 3rd day which begins after the date the contract is signed by you.

“To cancel this contract, mail or deliver a signed, dated copy of this cancellation notice, or any other written notice to OMEGA Credit Repair at PO Box 3705 McKinney, TX 75070 before midnight three days after registration.

“I hereby cancel this transaction,

[date]

[purchaser's signature].”